

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(Alexandria Division)**

In re:)	
)	
INSCOPE INTERNATIONAL, INC.,)	Case No. 19-10230-BFK
)	
Debtor.)	(Chapter 11)
)	

**NOTICE OF BID PROCEDURES, AUCTION DATE,
AND SALE HEARING**

NOTICE IS HEREBY GIVEN, as follows:

1. On March 11, 2019, Inscope International, Inc., the debtor and debtor-in-possession herein (the “**Debtor**”), filed a motion (the “**Bid Procedures Motion**”) requesting entry of an order: (a) approving bid procedures for the sale of substantially all the Debtor’s Assets (as defined below); (b) authorizing and scheduling an auction (the “**Auction**”) to sell the Property; (c) scheduling a hearing (the “**Sale Hearing**”) on approval of the sale of the Debtor’s Assets free and clear of liens, claims, encumbrances and other interests; (d) authorizing the assumption and assignment of certain executory contracts in conjunction with the sale; (e) approving certain deadlines and the form, manner, and sufficiency of notice of the foregoing; and (f) granting other related relief. The Assets to be sold include certain contract rights in the following contracts:

- (i) Department of Energy (GS-35F-0048R),
- (ii) Department of Justice (I5JA0518P000000550),
- (iii) Task Order 89303018FET400006,
- (iv) GSA Schedule No. 47QTCA18D0079,
- (v) Volkswagen Agreement effective September 5, 2018,
- (vi) Acumen Solutions (MSA),

Kristen E. Burgers (VSB No. 67997)
HIRSCHLER
8270 Greensboro Drive, Suite 700
Tysons, Virginia 22102
Telephone: (703) 584-8900
Facsimile: (703) 584-8901
Email: kburgers@hirschlerlaw.com

Counsel to the Debtor

- (viii) FINRA Agreement No. CORP-0002845,
- (ix) Freddie Mac Master Agreement,
- (x) Board of Governors of the Federal Reserve System SOA 201400405,
- (xi) AARP Supplier Agreement, and
- (xi) College Board Master Services Agreement & Amendments

2. On March 21, 2019, the Court entered an order granting the Bid Procedures Motion and approving the Bid Procedures (the “**Bid Procedures Order**”) [Docket No. 117]. This Notice is issued pursuant to the requirements of the Bid Procedures Order. Each capitalized term in the Notice shall have the meaning ascribed to such term in the Bid Procedures.

3. The Debtor has entered into Letter of Intent (the “**LOI**”) with Infinisource Consulting Solutions, Inc., a Delaware corporation, (“**Purchaser**”) dated March 8, 2019. Pursuant to the LOI, the Debtor intends to sell the Assets to the Purchaser for \$5.2 million in cash, plus certain annual incentive payments for two years if the Assets satisfy certain revenue generating benchmarks. The Debtor and Purchaser shall enter into an Asset Purchase Agreement within three (3) business days after the entry of the Bid Procedures Order. The sale of the Assets will be subject to higher and better offers as set forth in the Bid Procedures. Pursuant to the Bid Procedures and the Bid Procedures Order, the Assets will be sold following an Auction (if more than one Qualified Bid is received), as set forth in the Bid Procedures, and will be sold free and clear of all liens, claims, encumbrances and other interests. The Debtor’s ability to close the transaction(s) contemplated is subject to approval of the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”).

4. The Bid Procedures provide for the following key dates in connection with the proposed sale of the Assets:

Event	Date
Deadline to submit proof of Qualified Bidder qualifications	March 29, 2019 at 5:00 p.m. (Eastern Time)
Deadline to Object to Sale	April 3, 2019
Opening Bid Deadline	April 4, 2019 at 5:00 p.m. (Eastern Time)
Auction	April 8, 2019 at 1:30 p.m. (Eastern Time)
Deadline to Disclose Terms of Winning Bid	April 9, 2019
Deadline to Object to Auction Process or Results	Orally at the Sale Hearing

Sale Hearing	April 11, 2019 at 1:00 p.m. (Eastern Time)
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THESE DATES ARE SUBJECT TO CHANGE BY THE DEBTORS OR THE BANKRUPTCY COURT. ALL PARTIES ARE ENCOURAGED TO CHECK THE BANKRUPTCY COURT DOCKET FOR CHANGES TO THESE DATES.

Copies of the Bid Procedures Order are available for review at the Office of the Clerk of the Court, United States Bankruptcy Court, 200 South Washington Street, Alexandria, Virginia 22314, or upon request made to the undersigned counsel.

5. Any objection to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objection with specificity, and shall be filed with the Court, with a copy to Kristen E. Burgers, Esquire, Hirschler, 8270 Greensboro Drive, Suite 700, Tysons, Virginia 22102, counsel for the Debtor, so that the objection is actually received by deadline set by the Court.

6. All requests for information concerning the Assets, the sale or the Bid Procedures, including requests for copies of the Motion or the Bid Procedures Order, should be directed in writing to counsel for the Debtor, Kristen E. Burgers, Esquire, Hirschler, 8270 Greensboro Drive, Suite 700, Tysons, Virginia 22102.

Dated: March 22, 2019

Respectfully submitted,

/s/ Kristen E. Burgers

Kristen E. Burgers (VSB No. 67997)

HIRSCHLER

8270 Greensboro Drive, Suite 700

Tysons, Virginia 22102

Telephone: (703) 584-8900

Facsimile: (703) 584-8901

Email: kburgers@hirschlerlaw.com

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INSCOPE INTERNATIONAL, INC.,)	Case No. 19-10230-BFK
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BID PROCEDURES

1. These bid procedures (the “**Bid Procedures**”) shall govern the process by which InScope International, Inc., the debtor and debtor in possession herein (the “**Debtor**”), shall sell substantially all of its assets (as more fully described herein, the “**Assets**”).

2. On March 21, 2019, the United States Bankruptcy Court for the Eastern District of Virginia, Alexandria Division (the “**Bankruptcy Court**”) entered its order (the “**Bid Procedures Order**”) (A) Approving Bid Procedures for the Sale of the Debtor’s Assets, (B) Authorizing and Scheduling an Auction, (C) Scheduling a Hearing on the Sale of Substantially All the Debtor’s Assets Free and Clear of Liens, (D) Authorizing the Assumption and Assignment of Certain Executory Contracts in Conjunction with the Sale, (E) Approving Certain Deadlines and the Form, Manner and Sufficiency of Notice, and (F) Granting Other Related Relief [Docket No. 117].

3. Interested parties requesting information about these Bid Procedures, the qualification process or due diligence should contact the Debtor’s counsel as follows:

Kristen E. Burgers (Va. Bar No. 67997)
HIRSCHLER FLEISCHER
8270 Greensboro Drive, Suite 700
Tysons, Virginia 22102
Telephone: (703) 584-8902
Email: kburgers@hirschlerlaw.com

Counsel for the Debtor

Kristen E. Burgers
Hirschler Fleischer
8270 Greensboro Drive, Suite 700
Tysons, Virginia 22102
Telephone: (703) 584-8900
Facsimile: (703) 584-8901
Email: kburgers@hirschlerlaw.com

4. The Debtor shall consult with its counsel, as well as with counsel for its secured lenders, CM Sterling, LLC and Decathlon Alpha II, L.P. and counsel for the Official Committee of Unsecured Creditors (collectively, the “**Major Stakeholders**”), on appropriate matters, including, without limitation, (i) determining whether a potential bidder is a Qualified Bidder; (ii) negotiating one or more agreement(s) with one or more Qualified Bidder(s); (iii) the auction of the Assets pursuant to these Bid Procedures (the “**Auction**”), (iv) selecting the Successful Bidder and Backup Bidder at the Auction; and (v) modifying or amending the Bid Procedures.

THE ASSETS AND SALE TERMS

5. The Assets include the Debtor’s rights in the following contracts (collectively, the “**Assets**”):²

- (i) Department of Energy (GS-35F-0048R),
- (ii) Department of Justice (I5JA0518P00000550),
- (iii) Task Order 89303018FET400006,
- (iv) GSA Schedule No. 47QTCA18D0079,
- (v) Volkswagen Agreement effective September 5, 2018,
- (vi) Acumen Solutions (MSA),
- (viii) FINRA Agreement No. CORP-0002845,
- (ix) Freddie Mac Master Agreement,
- (x) Board of Governors of the Federal Reserve System SOA 201400405,
- (xi) AARP Supplier Agreement, and
- (xi) College Board Master Services Agreement & Amendments.

² The Purchaser (as defined herein) reserves the right to revise the Assets to be purchased by the Purchaser subject to its bid.

6. These Bid Procedures shall govern the sale of the Assets. Purchasers may bid on all the Assets or a subset thereof; however, preference will be given to bids for the purchase of all the Assets.

7. The sale of the Assets shall be on an “as is,” “where is,” and “with all faults” basis and without representations or warranties of any kind, nature or description by the Debtor, its agents, or estates except as may be agreed by the Debtor subject to the approval of the Bankruptcy Court.

8. Subject to the Bankruptcy Court’s approval, all of the Debtor’s right, title and interest in and to the Assets shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options and interests thereon and there against (collectively, the “**Interests**”) subject to and in accordance with Sections 363, 365 and 1123 of the Bankruptcy Code, with such Interests to attach in the same amount, nature, extent and priority to the proceeds of the sale of the Assets, unless such Interests are assumed by the purchaser.

DUE DILIGENCE

9. Prior to the Auction, the Debtor shall afford any potential bidder the opportunity to conduct reasonable due diligence review. The Debtor shall provide all potential bidders certain information in connection with the proposed sale, including, but not limited to, these proposed Bid Procedures and a copy of the Letter of Intent (“**LOI**”) executed by InfiniSource Consulting Solutions, Inc. (the “**Purchaser**” or “**Stalking Horse**”) and the Asset Purchase Agreement (the “**APA**”) to be executed by the Purchaser as soon as reasonably practicable. The Debtor has established a virtual data room containing, among other things, all due diligence material made available to the Purchaser prior to execution of the LOI. Should any potential bidder wish to access information in addition to the Bid Procedures, LOI and APA, such

potential bidder will (if it has not previously done so) be required to enter into a confidentiality agreement reasonably satisfactory to the Debtor. Upon execution of the confidentiality agreement, the potential bidder shall be given access to the virtual data room containing contract documents and information and financial data and other relevant and confidential information. The Debtor shall provide all additional due diligence that is reasonably requested and, to the extent the Debtor furnishes any such potential bidder with any due diligence materials that are not already available in the virtual data room, the Debtor shall promptly add such information to the virtual data room for the benefit of all such potential bidders and the Purchaser. The Debtor will provide each potential bidder and the Purchaser with access to the Debtor's current office space for inspection purposes only, if such party is interested in assuming the office space.

10. The Debtor shall not be obligated to furnish any due diligence information after the Opening Bid Deadline, except to Qualified Bidders who have submitted Qualified Bids.

11. The Debtor and its professionals do not represent or warrant the accuracy or veracity of any information that they provide to potential bidders in connection with due diligence; *provided, however*, that the Debtor and its professionals represent and warrant that they have made good faith efforts to ensure that information provided to potential bidders is accurate and complete.

DETERMINATIONS BY DEBTOR

12. After consultation with its Major Stakeholders, as appropriate, the Debtor is authorized (i) to determine whether any potential bidder is a Qualified Bidder; (ii) to coordinate the efforts of potential bidders in conducting their respective due diligence investigations; and (iii) to receive bids from Qualified Bidders (collectively, the "**Bidding Process**").

REQUIREMENTS OF “QUALIFIED BIDDER” STATUS

13. Any potential bidder desiring to participate in the Bidding Process must be deemed a “Qualified Bidder” by the Debtor. To be deemed a Qualified Bidder, on or before 5:00 p.m. on March 29, 2019, such bidder must deliver to the Debtor, its professionals, and the Major Stakeholders:

- (i) written evidence of available cash, a commitment for financing or ability to timely obtain a satisfactory commitment if selected as the Successful Bidder;
- (ii) a representation that the potential bidder has the financial wherewithal to consummate the transactions contemplated or otherwise provide such information that will allow the Debtor to make a reasonable determination as to the potential bidder’s ability to perform;
- (iii) a representation that (y) the potential bidder has Department of Energy (DOE) Foreign Ownership, Control or Influence (FOCI) Office of Intelligence and Counterintelligence certification or is making a good faith effort to obtain DOE FOCI Certification and, (z) in the Debtor’s reasonable discretion, has demonstrated the capability and credentials to obtain DOE FOCI certification in a timely manner;
- (iv) a stipulation or evidence that submission of the bid, execution, delivery and closing on the purchase of the Assets is duly authorized and the prospective bidder has all requisite approvals from its board of directors or comparable governing body; and
- (v) a certified check or other good and verifiable funds in the amount of ten percent (10%) of the proposed purchase price (the “**Good Faith Deposit**”).

For the avoidance of doubt, the Purchaser shall be deemed a Qualified Bidder, and the APA shall be deemed a Qualified Bid as hereinafter defined, notwithstanding the provisions of paragraph 15(d), *infra*, and the Purchaser shall not be required to submit an additional Qualified Bid or any additional information but shall be required to post a Good Faith Deposit within three (3) business days of entry of the Bid Procedures Order.

14. The Good Faith Deposits³ shall be held by an escrow agent to be designated by the Debtor. All Good Faith Deposits shall be returned within seventy-two (72) hours of the selection of the Successful Bidder as set forth herein, except for the Good Faith Deposit submitted by the Successful Bidder and the Back-Up Bidder. The Good Faith Deposits of the Successful Bidder and Back-Up Bidder shall be held in separate accounts established by the Debtor. If the Successful Bidder (or the Back-Up Bidder) fails to consummate an approved sale of the Assets because of a breach or failure to perform on the part of such Successful Bidder (or Back-Up Bidder), such Successful Bidder's (or Back-Up Bidder's) Good Faith Deposit will be held by the Debtor subject to the terms and conditions in paragraph 24 below.

15. A Qualified Bidder that desires to make a bid for the Assets shall deliver written and electronic copies of such bid to the Debtor and its professionals so as to be received by no later than April 4, 2019 at 5:00 p.m. (Eastern Time) (the "**Opening Bid Deadline**").

REQUIREMENTS FOR A QUALIFIED BID

16. A "Qualified Bid" is an offer to purchase the Assets that conforms, to the Debtor's satisfaction (in consultation with its professionals and the Major Stakeholders), to the following requirements:

(a) Identity of Offeror. Discloses the identity of the offeror, including without limitation the identity of the equity holders and sponsors of the offeror; *provided, however*, that, if the offeror is a publicly traded company, the equity holders of such offeror need not be disclosed.

(b) Form. Includes a clean, duly executed and binding purchase agreement (an "**Agreement**"), together with all exhibits, schedules, and any ancillary agreements described therein and a redline of its proposed purchase agreement compared against the APA.

(c) Purchase Price. Identifies the purchase price and how the purchase price will be paid (*i.e.*, the dollar amount of each of the following: cash, credit bid and/or assumption of liabilities) at closing;

³ For the avoidance of doubt, the Good Faith Deposit of the Purchaser shall be held by an escrow agent mutually acceptable to the Purchaser and Debtor as set forth in the LOI.

(d) Minimum Cash.

- a. a potential bidder is bidding on all of the Assets, the purchase price must include a minimum cash amount payable at closing in the amount of at least Five Million, Five Hundred Fifty Thousand Dollars (\$5,550,000.00), which is equal to Cash Consideration of the bid submitted by the Stalking Horse of \$5,200,000.00, plus (i) the break-up fee in the amount of \$200,000.00 (the “**Break-Up Fee**”), (ii) Expense Reimbursement subject to a cap of \$100,000.00 (the “**Expense Reimbursement**”), and (iii) the initial minimum overbid increment of \$50,000.00 (the “**Bid Increment**”); or
- b. If a potential bidder is bidding on less than all of the Assets, the purchase price must include a minimum cash amount payment at closing in the amount greater than the aggregate sum of (i) the Break-Up Fee, (ii) the Expense Reimbursement, and (iii) an initial Bid Increment.

(e) Assets and Liabilities. Identifies the acquired assets, excluded assets, assumed liabilities and retained liabilities, as applicable.

(f) Financing. Includes evidence to the satisfaction of the Debtor, in consultation with the Debtor’s professionals and Major Stakeholders, of the offeror’s financial ability to consummate the transactions contemplated in the Agreement.

(g) Corporate Authority. Includes written evidence to the Debtor’s satisfaction, in consultation with the Debtor’s professionals and Major Stakeholders,, of the authorization and approval from the offeror’s board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of the Agreement.

(h) Closing. Confirms that, if selected as the Successful Bidder, the offeror will consummate and fund the Agreement in accordance with its terms by a date certain.

(i) Due Diligence. Acknowledges and represents that the offeror: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its offer; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the Assets or the completeness of any information provided in connection therewith or the Auction other than as provided in the Agreement; and (iii) with the exception of the Purchaser, is not entitled to any breakup fee or similar type of payment, and by submitting an Agreement, waives, and shall be deemed to waive, the right to pursue a substantial contribution claim under Section 503 of the Bankruptcy Code related in any way to the submission of its bid or the Bid Procedures.

(j) Earnest Money Deposit. Includes the Good Faith Deposit.

(k) No Collusion. By submitting a Qualified Bid, each such bidder shall be deemed to have confirmed that it has not engaged in any collusive behavior with respect to the

bidding or the Auction. The Debtor reserves the right to have each Qualified Bidder re-confirm that it has not engaged in any collusive behavior with respect to the bidding or the Auction.

17. The Debtor, in its discretion, in consultation with its professionals and Major Stakeholders, may allow a Potential Bidder whose offer has failed to meet the requirements of a Qualified Bid additional time to cure any deficiencies through April 5, 2019, at 11:59 p.m. Between the Opening Bid Deadline and the Auction, the Debtor may negotiate with or seek clarification from Qualified Bidders. Each Qualified Bidder shall promptly provide to the Debtor any information reasonably required in connection with the evaluation of a Qualified Bid. Without the consent of the Debtor, in consultation with its professionals and Major Stakeholders, a Qualified Bidder may not amend, modify, or withdraw its Qualified Bid, except to increase the purchase price or otherwise improve the terms of the Qualified Bid to make them more favorable to the bankruptcy estate during the period that such Qualified Bid is required to remain irrevocable and binding.

AUCTION

18. In the event that at least two (2) Qualified Bids (including the APA) are received by the Debtor by the Opening Bid Deadline, the Debtor will conduct an Auction. The Auction, if any, shall be held at the law offices of Hirschler, 8270 Greensboro Drive, Suite 700, Tysons, VA 22101 at 1:00 p.m. (Eastern Time) on April 8, 2019. The bidding shall start at the amount offered in the highest Qualified Bid as determined by the Debtor.

19. In the event that there are no Qualified Bids submitted by the Bid Deadline other than the APA, the Debtor will file a notice with the Bankruptcy Court cancelling the Auction by 11:59 p.m. on April 5, 2019 and shall request at the Sale Hearing that the Bankruptcy Court approve the LOI.

20. Except as otherwise determined by the Debtor in consultation with its professionals and Major Stakeholders, only the (i) Debtor, (ii) the Debtor's professionals, (iii) the Major Stakeholders, (iv) the Office of the United States Trustee for the Fourth Circuit, (v) Qualified Bidders, (vi) any creditor of the Debtor that, at least five (5) business days prior to the Auction, delivers to Debtor's counsel (by mail or e-mail at the address or e-mail address identified hereinabove) a written request to attend the Auction, and (vii) the respective professionals of the foregoing, shall be entitled to attend the Auction; provided that (x) the Debtor reserves the right to object to any request to attend the Auction made by a creditor pursuant to clause (v) immediately above, and (y) if the Debtor and such creditor are unable to consensually resolve such objection promptly, the Debtor shall seek a teleconference with the Bankruptcy Court prior to the Auction to adjudicate such objection. Only Qualified Bidders (including the Purchaser) are eligible to participate in the Auction.

21. The Auction shall be governed by the following procedures:

(a) Qualified Bidders shall appear at the Auction in person, or through a duly authorized representative who has all requisite authority to legally bind such Qualified Bidder.

(b) The Debtor, in consultation with its professionals and Major Stakeholders, may conduct the Auction in the manner that the Debtor determines, in its reasonable business judgment, will result in the Successful Bid that will maximize the overall value of the Assets to the creditors and the Debtor's estate, and may adopt and modify rules for the Auction at the Auction that, in the Debtor's reasonable business judgment, in consultation with its professionals and Major Stakeholders, will better promote the goals of the Auction and that are not materially inconsistent with any of the provisions of the Bid Procedures Order, the Bankruptcy Code, or any order of the Bankruptcy Court. All such rules will provide that: (i) the Auction procedures must be fairly and evenly administered, and not intended to cause any participating Qualified Bidder to be disadvantaged in any material way with respect to the process as compared to any other participating Qualified Bidder; and (ii) all participating Qualified Bidders (or their authorized representatives) shall be entitled to be present for all bidding and that the terms of each Qualified Bid shall be fully disclosed or available to all other Qualified Bidders throughout the entire Auction. Each bid by a Qualified Bidder at the Auction, if not inconsistent with the provisions of these Bid Procedures, shall be deemed to constitute a Qualified Bid.

(c) The Debtor will arrange for the actual bidding at the Auction to be recorded by stenographic or video means.

(d) No later than one (1) hour prior to the commencement of the Auction, the Debtor, in consultation with its professionals and Major Stakeholders, shall determine (i) the then-current highest or otherwise best bid (the “**Opening Bid**”), and (ii) the initial minimum overbid above the Opening Bid, which shall be in an amount not less than (a) Three Hundred Fifty Thousand Dollars (\$350,000.00) if for a subset of the Assets and (b) Five Million Five Hundred Fifty Thousand Dollars (\$5,550,000.00) if for all the Assets.

(e) The Auction will begin with the Opening Bid. Subsequent to the initial round of bidding, the Auction may continue, in the discretion of the Debtor in consultation with its professionals and Major Stakeholders, with one or more subsequent rounds of bidding. The minimum overbid for any such subsequent rounds shall be Fifty Thousand Dollars (\$50,000.00).

(f) All Qualified Bidders shall be present for each round of bidding, *provided, however*, each Qualified Bidder may, in its sole discretion, decline to bid in one (1) round of bidding without ending its participation in the Auction, but may not decline to bid in more than one (1) round of bidding.

(g) All Qualified Bidders shall have the right, at any time, to request that the Debtor announces, subject to any potential new bids, the then-current highest or otherwise best bid and, to the extent requested by any Qualified Bidder, use reasonable efforts to clarify any and all questions such Qualified Bidder may have regarding the Debtor’s announcement of the then current highest or otherwise best bid.

(h) In the discretion of the Debtor, in consultation with its professionals and Major Stakeholders, each Qualified Bidder shall have the right to propose modifications to its Agreement at the Auction; *provided, however*, that any such modifications to an Agreement on an aggregate basis and viewed in whole, shall not be less favorable to the bankruptcy estate as determined by the Debtor, in consultation with its professionals and Major Stakeholders.

(i) Immediately prior to the conclusion of the Auction, the Debtor, in consultation with its professionals and Major Stakeholders (i) will review each bid made at the Auction; (ii) determine the highest or best bid for the Assets (the “**Successful Bid**” and the entity or entities submitting such Successful Bid, the “**Successful Bidder**”); and (iii) notify all Qualified Bidders at the Auction, prior to its conclusion, of the identity of the Successful Bidder. In making this determination, the factors that the Debtor may consider include, without limitation, the amount of the purchase price, the form of consideration offered, the Assets being purchased, and the Qualified Bidder’s ability to close a transaction and the timing thereof.

(j) In addition, the Debtor shall determine, in consultation with its professionals and Major Stakeholders, which Qualified Bid, if any, is the next highest or otherwise best Qualified Bid and designate such Qualified Bid as the “**Backup Bid**” which shall proceed to closing in the event the Successful Bidder fails to consummate the Successful Bid. A Qualified Bidder that submits the Qualified Bid that is designated as the Backup Bid is the “**Backup Bidder**.” The Backup Bid shall terminate (i) automatically upon consummation of the Successful Bid, or (ii) when the Backup Bidder provides notice of termination to the Debtor in accordance with the terms of the Backup Bid. If the Successful Bid does not close, and provided that the Backup Bid has not been terminated, the Debtor shall give notice to the Backup Bidder

to consummate the Backup Bid, the Debtor and the Backup Bidder shall agree upon a reasonable time period within which to close, and the Debtor shall, upon request of the Backup Bidder, seek a confirmatory order of the Bankruptcy Court of such Backup Bid.

(k) At the conclusion of the Auction, any and all key terms of the Successful Bid and the Backup Bid shall be recited on the record to ensure the accuracy thereof and to aid in the final documentation of the sale.

(l) All Qualified Bidders at the Auction shall be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to the Auction, and the construction and enforcement of the Successful Bid, as applicable.

SALE HEARING

22. A hearing to consider of the sale to the Purchaser or Successful Bidder will be held on April 11, 2019 (the “**Sale Hearing**”) at 1:00 p.m.. At the Sale Hearing, the Debtor will seek authorization to consummate the transaction proposed by the Purchaser or the Successful Bidder. The Auction and/or the Sale Hearing may be adjourned in open court from time to time, without further notice. The Sale Hearing will be held before the Honorable Klinette H. Kindred, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Eastern District of Virginia, Courtroom III, 200 South Washington Street, Alexandria, Virginia 22314.

23. Any objections to any of the relief to be requested at the Sale Hearing must be in writing, state the basis of such objections with specificity and be filed with the Bankruptcy Court on or before April 3, 2019, *provided, however*, that objections to the Bankruptcy Court’s approval or disapproval of the Successful Bid designation or the Back-Up Bid designation, or any terms of the Successful Bid or Backup Bid that differ from the APA shall be deemed timely made if (but only if) made orally on the record at the Sale Hearing when requested by the Bankruptcy Court. All such objections shall be served in accordance with the Sale and Bid Procedures Notice so as to actually be received by such date and time.

24. In the event that a Successful Bidder fails to consummate a purchase in accordance with the Successful Bid, the Backup Bidder shall be designated the Successful Bidder and the Debtor shall be directed to and authorized to effect such transaction without further order of the Bankruptcy Court. The Successful Bidder and Backup Bidder, if any, should be represented by counsel at the Confirmation Hearing.

CONSUMMATION OF THE PURCHASE

24. The purchase of the Assets shall be consummated as set forth below.

A. Application of Earnest Money Deposit

(1) If the Successful Bidder consummates the proposed sale on the terms and conditions of the Successful Bid, the Earnest Money Deposit of such Successful Bidder will be applied to the purchase price at closing.

(2) If the Successful Bidder fails to consummate the proposed sale on the terms and conditions of the Successful Bid, breaches the terms and conditions of the Successful Bid, or otherwise fails to perform its obligations hereunder or thereunder, the Debtor may, and without further order of the Bankruptcy Court, deem the Successful Bidder to be a “**Defaulting Buyer,**” at which time the Successful Bid shall be deemed rejected.

(3) A Defaulting Buyer automatically forfeits its Earnest Money Deposit.

B. Backup Purchase

(a) Upon a determination by the Debtor, in consultation with its professionals and Major Stakeholders, that the Successful Bidder is a Defaulting Buyer, the Debtor will be authorized, but not required, to consummate a sale with a Backup Bidder on the terms and conditions of the Backup Bid without further order of the Bankruptcy Court, provided that the Bankruptcy Court approved such Backup Bid at the Sale Hearing.

(b) If a Backup Bidder consummates a sale on the terms and conditions of the Backup Bid, the Earnest Money Deposit of such Backup Bidder will be applied to the purchase price at closing. In the event that the Debtor seeks to consummate a sale on the terms and conditions of a Backup Bid with a Backup Bidder and such Backup Bidder fails to consummate such sale on or before the alternative closing date, breaches its Backup Bid, or otherwise fails to perform, the Debtor may, in its business judgment and in consultation with its professionals and Major Stakeholders, and without further order of the Bankruptcy Court, deem such Backup Bidder to be a Defaulting Buyer and pursue the same remedies set forth hereinabove with respect thereto (including, but not limited to, retaining and applying the Backup Bidder's Earnest Money Deposit as part of the Debtor's damages resulting from the breach or failure to perform by the Backup Bidder).

(c) In the event that the Backup Bid terminates, the Good Faith Deposit shall be returned within three (3) business days of such termination.

25. These Bidding Procedures may not be modified except with the express prior written consent of (i) the Debtor and (ii) the Purchaser. For the avoidance of doubt, no such modification may affect the Debtor's obligations to pay the Breakup Fee or the Expenses Reimbursement if and when required under the terms of the Bid Procedures Order.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of March, 2019, a copy of the foregoing Notice of Bid Procedures, Auction Date, and Confirmation Hearing and a copy of the Bid Procedures was served (a) by operation of this Court's CM/ECF electronic case management system on the parties identified on Exhibit A (ECF Service List), (b) by first-class mail on the parties identified on Exhibit B (First Class Mail Service List), (c) by e-mail on the parties identified on Exhibit C (E-Mail Service List), (d) by posting to the InScope International, Inc. file share site; and (e) by first-class mail on the Purchaser and on all entities known to have expressed an interest in bidding on the Assets.

/s/ Kristen E. Burgers

Kristen E. Burgers

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